



VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE
13901 Crown Court, Woodbridge, Virginia 22193
(703)583-3800 FAX (804)698-4178
www.deq.virginia.gov

Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director
(804) 698-4000

Thomas A. Faha
Regional Director

**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
Optimus Enterprises LLC
FOR
Ravensworth Collision Center
VPDES Permit Registration No. VAG750238**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Optimus Enterprises LLC, regarding the Ravensworth Collision Center facility, for the purpose of resolving certain violations of the State Water Control Law and the applicable permit and regulation.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Discharge" means the discharge of a pollutant.
6. "Discharge of a pollutant" when used with reference to the requirements of the VPDES permit program means:
 - a. Any addition of any pollutant or combination of pollutants to surface waters from any point source; or
 - b. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.
7. "DMR" means Discharge Monitoring Report.
8. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.
9. "Facility" or "Site" means the Ravensworth Collision Center facility located in Fairfax County at 5272 Port Royal Road, Springfield, Virginia 22151, from which discharges of wastewater (grey water) associated with vehicular washing activities occur.
10. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
11. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
12. "Optimus Enterprises LLC" means Optimus Enterprises LLC, a limited liability company authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Optimus Enterprises LLC is a "person" within the meaning of Va. Code § 62.1-44.3.
13. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
14. "Permit" means VPDES General Permit No. VAG75, which was issued under the State Water Control Law and the Regulation on October 16, 2017, and which expires on October 15, 2022. Optimus Enterprises LLC applied for registration under the Permit and was issued Registration No. VAG750238 on October 16, 2017.
15. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand,

cellar dirt and industrial, municipal, and agricultural waste discharged into water... 9
VAC 25-31-10.

16. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.
17. "Registration statement" means a registration statement for coverage under a VPDES general permit.
18. "Regulation" means "Virginia Pollutant Discharge Elimination System (VPDES) General Permit Regulation for Vehicle Wash Facilities and Laundry Facilities," 9 VAC 25-194-10, et seq.
19. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
20. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
21. "Va. Code" means the Code of Virginia (1950), as amended.
22. "VAC" means the Virginia Administrative Code.
23. "VPDES" means Virginia Pollutant Discharge Elimination System.

SECTION C: Findings of Fact and Conclusions of Law

1. Optimus Enterprises LLC owns the Ravensworth Collision Center Facility, located at 5727 Port Royal Road, Springfield, Virginia, which discharges wastewater (grey water) associated with vehicular washing activities.

2. The Permit allows Optimus Enterprises LLC to discharge wastewater associated with vehicular washing activity from the Facility to an unnamed tributary of Accotink Creek/Lake Accotink in strict compliance with the terms and conditions of the Permit.
3. Accotink Creek/Lake Accotink is located in the Potomac River Basin. Lake Accotink is listed in DEQ's 305(b) report as impaired for fish consumption. Further downstream, Accotink Creek is listed as impaired for aquatic life use.
4. During a DEQ file review, DEQ staff documented that no annual DMRs had been submitted for the 2020, 2019, 2016, or 2015 calendar years.
5. Part II.C.1 of the Permit requires Optimus Enterprises LLC to conduct annual effluent monitoring for pollutants of concern at the Facility, and to submit the results in a DMR by the 10th of January of the following year.
6. During a DEQ file review, DEQ staff documented that the 2018 annual DMR reported 17 mg/L for the Oil & Grease parameter, an exceedance of the 15 mg/L limit.
7. Part I.A of the Permit establishes a discharge effluent limit of 15 mg/L for the Oil & Grease parameter.
8. NRO issued a Notice of Violation for the violations noted above: NOV No. W2021-02-N-0008, issued February 18, 2021.
9. Optimus Enterprises LLC responded to the Notice of Violation in a meeting held between DEQ and Optimus Enterprises LLC staff. Optimus Enterprises LLC indicated that sampling had not been conducted for the years where DMRs had not been submitted, and that upon receipt of the NOV it had contracted the sampling, monitoring, and reporting requirements of the Permit to a professional environmental contractor.
10. Va. Code § 62.1-44.5 states that: "[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances
11. The Regulation, at 9 VAC 25-151-70, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
12. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a "certificate" under the statute.
13. The Department has issued coverage under no permits or certificates to Optimus Enterprises LLC other than under VPDES Permit No. VAG750238.
14. The unnamed tributary of Lake Accotink/Accotink Creek is a surface water located wholly within the Commonwealth and is a "state water" under State Water Control Law.

15. Based on the results of the DEQ file review, the Board concludes that Optimus Enterprises LLC has violated conditions Part I.A, and Part II.C.1, of the Permit as noted in paragraphs C(1) through C(7) of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Optimus Enterprises LLC, and Optimus Enterprises LLC agrees to pay a civil charge of \$2,265 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Optimus Enterprises LLC shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Optimus Enterprises LLC shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Optimus Enterprises LLC for good cause shown by Optimus Enterprises LLC, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Optimus Enterprises LLC admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Optimus Enterprises LLC consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Optimus Enterprises LLC declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Optimus Enterprises LLC to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Optimus Enterprises LLC shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Optimus Enterprises LLC shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Optimus Enterprises LLC shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Optimus Enterprises LLC. Nevertheless, Optimus Enterprises LLC agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Optimus Enterprises LLC has completed all of the requirements of the Order;
- b. Optimus Enterprises LLC petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Optimus Enterprises LLC.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Optimus Enterprises LLC from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Optimus Enterprises LLC and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Optimus Enterprises LLC certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Optimus Enterprises LLC to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Optimus Enterprises LLC.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Optimus Enterprises LLC voluntarily agrees to the issuance of this Order.

Consent Order

Optimus Enterprises LLC; VPDES Permit Registration No. VAG750238

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And it is so ORDERED this 12th day of July, 20 21.



Thomas A. Faha, Regional Director
Department of Environmental Quality

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Optimus Enterprises LLC voluntarily agrees to the issuance of this Order.

Date: 5/6/21 By: [Signature], Partner
(Person) (Title)
Optimus Enterprises LLC

Commonwealth of Virginia
City/County of Var Fax

The foregoing document was signed and acknowledged before me this 6th day of
May, 2021, by Fahni Chowdhury who is
Owner/Partner of Optimus Enterprises LLC, on behalf of the company.

[Signature]
Notary Public

7880240
Registration No.

My commission expires: Aug/31/2024

Notary seal:

